

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re** : **Chapter 11**  
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**LEHMAN BROTHERS HOLDINGS INC., et al.,** : **Case No. 08-13555 (JMP)**  
:  
**Debtors.** : **(Jointly Administered)**  
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**STIPULATION AND AGREED ORDER  
BETWEEN LEHMAN BROTHERS HOLDINGS INC. AND JPMORGAN  
CHASE BANK, N.A. REGARDING RETURN OF MISDIRECTED WIRE**

Lehman Brothers Holdings Inc. ("LBHI") and JPMorgan Chase Bank, N.A. ("JPM," together with LBHI, the "Parties" and each a "Party"), by and through their respective counsel, hereby enter into this Stipulation and Agreed Order and represent and agree as follows:

**RECITALS**

A. On September 15, 2008 (the "Commencement Date"), LBHI commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with this Court. LBHI is authorized to continue to operate its business and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Subsequent to the Commencement Date, on March 12, 2009, JPM erroneously wired \$1,385,000 (the "Misdirected Funds") to LBHI (UK) at Bank of America account number 6550161536 (the "Transfer").

C. JPM has informed LBHI that the Transfer was made in error and has requested a return of the Misdirected Funds. Following receipt from JPM of information concerning the Transfer, and having conducted an internal review and investigation, LBHI has determined that the Misdirected Funds should be returned to JPM.

D. Prior to the Commencement Date, JPM and LBHI were parties to various commercial transactions or dealings. The Parties have been working to reconcile and determine the amount of their respective claims against one another related to such transactions or dealings. The total amounts owed either to JPM or LBHI have not yet been determined by the Court or agreed upon by the Parties.

**IT IS HEREBY STIPULATED, AGREED AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:**

1. The recitals set forth above are incorporated as if fully set forth herein.
2. Within two (2) business days of the approval of this Stipulation and Agreed Order by the Court, LBHI shall transfer the Misdirected Funds by wire transfer to JPM in accordance with the following wire instructions provided to LBHI by JPM:

JPMorgan Chase Bank  
ABA 021-000-021  
Account # 10962009  
Attn: Dan Phillips

3. In consideration for the return of the Misdirected Funds, the adequacy of which is hereby acknowledged, upon LBHI's wiring of the Misdirected Funds in accordance with the wire instructions stated above, JPM, together with its agents, employees, principals, professionals, successors, and assigns, shall be deemed to have waived, released, and discharged any and all claims it may have against LBHI, its estate, agents, employees, principals, professionals, successors, or assigns solely with respect to the Transfer and the Misdirected Funds, including, without limitation, any claim for interest, costs, or expenses.

4. In the event it is determined by an order of the Court or the agreement of the Parties that JPM owes an amount payable (the "Amount Payable") to LBHI in connection with the Parties' prior commercial transactions or dealings, JPM hereby agrees, within three (3) business days of the entry of an order of the Court or the effectiveness of an agreement between

the Parties, to transfer the Misdirected Funds (up to the amount of the Amount Payable) to LBHI; *provided, however*, that, for the avoidance of doubt, such transfer shall not be construed or deemed to be a payment in full satisfaction of the Amount Payable to LBHI by JPM, if any, or, upon receipt of the Misdirected Funds by LBHI, such transfer shall not constitute a compromise, release or waiver of LBHI's rights with respect to the Amount Payable to LBHI by JPM in excess of the Misdirected Funds, if any.

5. Each Party agrees to pay its own costs and expenses (including legal fees) incurred in connection with the negotiation, execution, and delivery of this Stipulation and Agreed Order and the consummation of the transactions contemplated hereby.

6. This Stipulation and Agreed Order is solely for the benefit of the Parties and not for any other person or entity and no such person or entity shall be entitled to the benefit of (or be entitled to rely upon) this Stipulation and Agreed Order.

7. Each person who executes this Stipulation and Agreed Order on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation and Agreed Order on behalf of such Party.

8. This Stipulation and Agreed Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties agree that this Stipulation and Agreed Order may be executed via facsimile and electronic mail, and that this Stipulation and Agreed Order executed in such manner shall have full legal force.

9. This Stipulation and Agreed Order can only be amended or otherwise modified by a signed writing executed by the Parties.

10. This Stipulation and Agreed Order shall be interpreted, construed and enforced

exclusively in accordance with the laws of the State of New York.

11. The terms of this Stipulation and Agreed Order are subject to approval of the Court and shall be of no force and effect unless and until it is approved.

12. This Stipulation and Agreed Order shall be effective immediately upon its entry by the Court.

13. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

**AGREED TO:**

Dated: July 10, 2009  
New York, New York

/s/ Alfredo R. Perez  
Alfredo R. Perez

/s/ Amy R. Wolf  
Amy R. Wolf

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*Attorneys for the Debtors and  
Debtors in Possession*

*Attorneys for JPMorgan Chase Bank, N.A.*

**SO ORDERED:**

Dated: New York, New York  
July 22, 2009

s/ James M. Peck  
UNITED STATES BANKRUPTCY JUDGE